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Contract Database Metadata Elements

Title: **Sleepy Hollow, Village of and Village of Sleepy Hollow Clerical Unit, International Brotherhood of Teamsters (IBT), Local 456 (2013)**

Employer Name: **Sleepy Hollow, Village of**

Union: **Village of Sleepy Hollow Clerical Unit, International Brotherhood of Teamsters (IBT)**

Local: **456**

Effective Date: **02/26/2013**

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THIS AGREEMENT made and entered into this ____ day of ____, 2018, effective as of the 26th day of February, 2013, by and between the Village of Sleepy Hollow and Local 456, International Brotherhood of Teamsters ("the Union").

ARTICLE 1 - RECOGNITION

Local 456, International Brotherhood of Teamsters, is recognized as the collective bargaining agent for all Village employees in the following titles: Assistant Court Clerk; Bookkeeper (Part-Time) (effective December 12, 2017, Bookkeeper); Court Clerk; Crossing Guard (Hourly); Intermediate Clerk (Part-Time) (Hourly) (effective December 12, 2017, Intermediate Clerk) (excluding the Intermediate Clerk assigned to the Police Chief); Office Assistant; Parking Enforcement (Hourly); Payroll Clerk; Recreation Assistant; Recreation Assistant (Part-Time); Recreation Supervisor; Staff Assistant Finance & Administration, Assistant Building Inspector; and, effective December 12, 2017, Code Enforcer (part-time); and excluding all other employees.

Section 1: The Union is recognized as the exclusive employee organization representing those employees in the titles described in the previous paragraph for the purpose of collective negotiations with the Village in the determination of the terms and conditions of employment and in respect to the administration of grievances arising pursuant to the Agreement.

Section 2: The Village, upon presentation of a signed dues deduction authorization card will make monthly deductions from employees' wages in the amounts designated as membership dues deductions, and will remit them to the Union.

The Village hereby agrees to an Agency Fee. Any employee who is not a member of the Union will pay to the Union an Agency Fee towards the administration of this Agreement and the representation of the employee. The Agency Fee will be certified to the Village by the Union. The Village will deduct the fee in the same manner that membership dues are deducted.

The amount collected for the Agency Fee will be used to represent the employee and will not be used towards expenditures by the Union for activities or causes of a political or ideological nature, except as incidentally related to terms and conditions of employment.

The Union will indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by the reason of action taken or not taken by the Village for the purpose of complying with any provisions of this or the preceding Section.

Section 3: The Union will have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Village. The Village will be provided with copies of these notices. The Union will be responsible for the content of all public notices. The Village recognizes the right of the agents of the Union to reasonable visitation upon the Village's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. Notification of these visitations will be made to the Village Administrator by the Shop Steward 24 hours prior to the visitation, except in cases of emergency. No interruptions of work will take place as a result of the visitation.

Section 4: There will be one Shop Steward and one Assistant Shop Steward whose names will be certified by the Union to the Village. The Shop Steward will not leave his/her assigned duties

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without permission from the Department Head and Village Administrator. In the absence of the Shop Steward, the Assistant Shop Steward will make the request for these privileges.

ARTICLE 2 - MANAGEMENT RIGHTS

The management of the Village, the control of its property, and maintenance of order and efficiency is solely the responsibility of the Village. Accordingly, except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may be made, all the rights, powers and authority the Village had prior to the signing of this Agreement are retained by the Village and remain exclusively and without limitation within the rights of the Village.

ARTICLE 3 - WORK HOURS

For the former Non-MEU titles, the standard work hours for administrative employees are from 8:30 a.m. to 4:30 p.m., Monday through Friday, which is a 35-hour workweek. One hour is allowed for lunch. Lunch hours are subject to the approval of the Village Administrator and are to be completed by 2:00 p.m. Employees are expected to be at their jobs promptly at the time scheduled for the workday to begin and remain until the scheduled ending time. Work schedules may be modified at the discretion of the Village.

Effective December 12, 2017, the standard work hours for full-time employees are from 8:30 a.m. to 4:30 p.m., Monday through Friday, which is a 35-hour workweek. One hour is allowed for lunch. Lunch hours are subject to the approval of the Village Administrator and are to be completed by 2:00 p.m. Employees are expected to be at their jobs promptly at the time scheduled for the workday to begin and remain until the scheduled ending time. The Village may change an employee's weekly work schedule on 30 calendar days' notice, provided that the employee's weekly work schedule remains 35 hours per week and there are two consecutive days off.

ARTICLE 4 - TIME-KEEPING

Each employee is required to submit a completed signed biweekly time sheet to his/her supervisor for certification on the Monday immediately preceding the employee's pay day.

ARTICLE 5 - INCLEMENT WEATHER

For the former Non-MEU titles, in all cases of inclement weather, employees are expected to make all reasonable efforts to report for work unless notified by their Department Head that they are not essential to Village operations during the storm.

Effective December 12, 2017, in all cases of inclement weather, employees are expected to make all reasonable efforts to report for work unless notified by their Department Head that they are not essential to Village operations during the storm.

Effective December 12, 2017, on days when the Village closes early because of inclement weather, employees who reported for duty will be paid for the rest of their regularly scheduled

work day and employees who did not report for duty may choose to use personal or vacation days, compensatory time or leave without pay.

Effective December 12, 2017, on days when the Village does not open because of inclement weather, full-time employees will be paid for their regularly scheduled work day and part-time employees will not be paid.

Effective December 12, 2017, on days when the Village has a delayed opening because of inclement weather, full-time employees will be paid for their regularly scheduled work day and part-time employees will only be paid for the hours that they actually work.

ARTICLE 6 - COMPENSATION OF MEMBERS

Section A: SALARY

Employees will be paid according to the base wages set forth in Addendum "A" to this Agreement. Effective June 1, 2013, the salary for each employee on the payroll on December 12, 2017 will be increased by 2%. Effective June 1, 2014, the salary for each employee on the payroll on December 12, 2017 will be increased by an additional 2%. Effective June 1, 2015, the salary for each employee on the payroll on December 12, 2017 will be increased by an additional 2%. Effective June 1, 2016, the salary for each employee will be increased by an additional 2%.

Section B: OVERTIME

All full-time employees will be compensated at time and one-half in either pay or compensatory time off, at the choice of the employee, for all hours worked over 40 hours in a workweek. Effective at the start of the first payroll period following December 12, 2017, all full-time employees will be compensated at time and one-half in either pay or compensatory time off, at the choice of the employee, for all hours worked over 35 hours in a workweek.

All work for which overtime/compensatory time is sought must receive the prior written approval of the Village Administrator or his/her designee on the appropriate overtime request form (see Addendum "B," attached hereto) provided, however, that in the event overtime work is performed due to unforeseen circumstances beyond the employee's control, approval for the overtime work will not be unreasonably withheld.

For the former MEU titles, compensatory time may be accumulated to a maximum of 56 hours at any given time and may be carried over from year to year only if previously approved in writing by the Village Board. Accrued and unused compensatory time will be paid to the employee in the last paycheck in December of each year.

For the former Non-MEU titles, if an employee accumulates more than 15 hours of compensatory time, there may be a pay-out of hours accumulated in excess of 15 hours. Pay-out of hours will be at the sole discretion of the Board of Trustees. Compensatory time will be taken within 30 days from the date awarded or it will be paid out as overtime. When excusing an employee for compensatory time, the department head will indicate on the daily attendance report the days on which compensatory time is used by an employee.

Requests for the use of compensatory time will be submitted on the appropriate form (see Addendum "C," attached hereto) to the employee's immediate supervisor no less than 48 hours in advance, except in cases of emergency when the need for the compensatory time is not known 48 hours in advance. In these cases, the request for use of compensatory time will be made as soon as possible. The use of compensatory time will be subject to the reasonable needs of the Department. Use of compensatory time may be denied if it necessitates the payment of overtime/compensatory time for a replacement.

The Recreation Supervisor's schedule will be adjusted in accordance with the seasonal needs of the Recreation Department as set forth below so as to avoid the need for overtime. The Recreation Supervisor will submit the appropriate Flex Schedule Form (see Addendum "D," attached hereto) to the Village Administrator for approval by no later than the Thursday preceding any week for which the needs of the Recreation Department cannot be satisfied during the Recreation Supervisor's regular work hours/work week. The Flex Schedule Form will indicate the Recreation Supervisor's proposed changes to his/her regular work hours/work schedule so as to avoid the need for overtime. The Village Administrator may revise the proposed Flex Schedule so as to avoid overtime to the maximum extent possible. Notwithstanding the above, the Recreation Supervisor will receive compensatory time off (not overtime pay) at the rate of time and one-half for all work performed on weekends for the events listed in Addendum "E."

Section C: LONGEVITY

Full-time employees will receive annual longevity payments according to the following schedule. Payments begin and are increased effective on the anniversary date of the employee's hiring date and are annually prorated and paid in each paycheck:

Former MEU Titles

After 5 Years	\$350
After 10 Years	\$400
After 15 Years	\$500
After 20 Years	\$600

Former Non-MEU Titles

After 5 years of continuous service:	\$ 250.00 per year
After 10 years of continuous service:	\$ 500.00 per year
After 15 years of continuous service:	\$ 750.00 per year
After 20 years of continuous service:	\$1,000.00 per year

Effective June 1, 2013, full-time employees on the payroll as of December 12, 2017 will receive annual longevity payments according to the following schedule. Payments begin and are increased effective on the anniversary date of the employee's hiring date and are annually prorated and paid in each paycheck:

After 5 years of continuous service: \$ 350 per year
 After 10 years of continuous service: \$ 500 per year
 After 15 years of continuous service: \$ 750 per year
 After 20 years of continuous service: \$1,000 per year

Years will mean consecutive years of service in the Village.

ARTICLE 7 - PAY PERIOD

A pay period is two weeks and starts on Monday, and ends on the second Sunday. Employees are paid on the first Friday after the end of the pay period. If the first Friday is a holiday, then employees are paid on the first Thursday after the end of the pay period.

ARTICLE 8 - LEAVES

Section A: HOLIDAYS

Full-time employees will be paid for their regularly scheduled work hours on the following holidays ("holiday pay"):

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving
Memorial Day	Day After Thanksgiving
July 4 th	Christmas Day

In the event a full-time employee works on a holiday, s/he will be paid at the rate of one and one-half his/her regular rate of pay plus holiday pay for that work.

For the former Non-MEU titles, holidays are determined annually according to the calendar for that particular year and may be modified from time to time in the discretion of the Village. Employees will not be charged vacation leave for any holidays which occur during an approved vacation leave. To qualify for holiday pay, the employee will have worked the day preceding the holiday and also the first workday following the holiday, unless on authorized leave. Holidays are not accruable.

Effective December 12, 2017, the preceding paragraph will be revised to read: In the event that a holiday falls on Sunday, it will be observed on the following Monday and, in the event that a holiday falls on a Saturday, it will be observed on the preceding Friday. The Village Board, in its discretion, may grant additional holidays, in whole or in part, as it may determine. Employees will not be charged vacation leave for any holidays that occur during an approved vacation leave. To qualify for holiday pay, the employee will have worked the day preceding the holiday and also the first workday following the holiday, unless on authorized leave. Holidays are not accruable.

Section B: VACATION LEAVE

Vacation will be earned by full-time employees as follows:

1. After 26 weeks of continuous employment, you will earn five vacation days.
2. After one year of continuous employment, you will earn an additional five days, for a total of 10 vacation days.
3. After five years of continuous employment, you will earn an additional five days for a total of 15 vacation days.
4. After 15 years of continuous employment, you will earn five more days of vacation for a total of 20 days.
5. After 20 years of continuous employment, you will earn five more days of vacation for a total of 25 days.

Employees who transfer from another municipality will be credited with their continuous years of employment with their prior employer, only for purposes of placement on the above vacation schedule.

Vacation will be earned by part-time Crossing Guards assigned to the Police Department and hired prior to December 12, 2017 as follows:

1. After one year of continuous employment, you will earn five vacation days.
2. After five years of continuous employment, you will earn five more days of vacation for a total of 10 days.

Notwithstanding the above, Arlene Morel and Tina Fischer were placed on Paragraph C of the full-time employee vacation schedule on the date on which they were hired by the Village, and will continue to accrue vacation pursuant to this schedule, as well as to continue to receive credit for their continuous years of employment with their prior employer.

Vacation time for Department Heads may be a negotiated item at time of hire. The specific amount of time will be at the discretion of the Board of Trustees, but in no event will it exceed five weeks. At the discretion and mutual agreement of the employee, Village Administrator and Board of Trustees, Department Heads may receive payment for up to 10 days' vacation in lieu of actual utilization of up to the same amount of vacation leave.

Effective December 12, 2017, a maximum of 10 vacation days may be carried over from one year to the next, provided the carry-over is approved in advance by the Board of Trustees. Absent a request and approval to carry over vacation days, all vacation days must be utilized within the vacation year for which they were earned.

Section C: SICK LEAVE

Each full-time employee will be credited with one day of sick leave benefits per month. Pursuant to New York State Retirement Law Section 41(j), unused sick leave benefits may be accumulated up to a maximum of 165 days for use as a retirement credit for additional service.

To establish eligibility for sick leave benefits, an employee may be required, at the option of the Village Administrator/Board of Trustees, to show evidence which in his/her/its judgment is satisfactory to demonstrate that the employee was prevented by accident, sickness, or disability from performing his/her normal work assignments.

Satisfactory evidence may include an attending physician's statement. Persons found to be using sick leave for other purposes will be subject to disciplinary action.

Any retiring employee who has accumulated sick leave will be paid for up to a maximum of 165 days at one-third of the employee's present rate of pay.

Section D: PERSONAL LEAVE

For the former MEU titles, full-time employees will continue to be granted three personal leave days per year. For the former non-MEU titles, full-time employees will continue to be granted four personal leave days per year. The amount will be prorated for less than a year of service. Personal days are to be used by full-time employees for the purpose of transacting or attending to personal business that requires absence during regularly scheduled working hours that cannot be attended to outside of the work day; *e.g.*, graduation of a child, house closing; *etc.* Personal days may not be used for casual or indiscriminate use and is not intended as a substitute for vacation or other leave. Except in emergencies, an employee will provide his/her supervisor with a written request for use of personal days at least two working days prior to the day requested, along with the reasons for the request. Department heads will have the authority, subject to the operating needs of the department, to approve the personal leave with pay for his/her department personnel. The Mayor or Village Administrator will also have the authority, subject to the operating need of the department, to approve personal leave as above.

Section E: BEREAVEMENT LEAVE

Up to four consecutive calendar days leave with pay may be granted upon a death in an employee's immediate family (immediate family includes: spouse, mother/father, mother/father-in-law, grandparent, grandparent-in-law, brother, sister, daughter, son, grandchild). In the event of extenuating circumstances in connection with a death in the immediate family, the Village Administrator may, at his/her discretion, grant additional emergency leave or grant emergency leave in connection with the death of close relatives not of the immediate family.

ARTICLE 9 - ABSENCE DUE TO INJURY ON DUTY

If an employee has an accident on the job, no matter how minor, the employee will report it immediately to his/her supervisor who will explain the procedure to follow and provide the form(s) to be completed. An employee will receive full pay from the Village, less any payments

received from Workers' Compensation, for the first 30 calendar days that the employee is absent because of a work-related injury or disability. The employee will thereafter be paid by utilizing available accruals. The employee will be recredited for utilized accruals, based upon payments received by the Village from Workers' Compensation, on a dollar for dollar basis.

ARTICLE 10 - JURY-COURT DUTY

For the former Non-MEU titles, any full-time employee who is required to serve as a juror or to appear in court as a witness or to attend court pursuant to subpoena or other court orders related to his/her Village employment (excluding actions or proceedings initiated by the employee) will be granted a leave of absence with pay to attend those proceedings, provided that any fees, less travel expenses, received by the employee as a juror will be paid to the Village and further provided that if the employee is excused from court appearance before noon on any regular working day, the employee will report to his/her Department Head for assignment.

Effective December 12, 2017, any full-time employee who is required to serve as a juror or to appear in court as a witness or to attend court pursuant to subpoena or other court orders related to his/her Village employment (excluding actions or proceedings initiated by the employee) will be granted a leave of absence with pay to attend those proceedings, provided that any fees, less travel expenses, received by the employee as a juror will be paid to the Village and further provided that if the employee is excused from court appearance before noon on any regular working day, the employee will report to his/her Department Head for assignment.

In cases where a full-time employee is involved in litigation that is not related to his/her Village employment, the above will not apply, in which case the employee's absence must be charged to annual vacation or leave without pay.

ARTICLE 11 - MILITARY LEAVE

For the former Non-MEU titles, any military payment, less travel expenses, received by the employee while on active duty, will be paid to the Village up to the amount of his/her salary.

Effective December 12, 2017, any military payment, less travel expenses, received by the employee while on active duty, will be paid to the Village up to the amount of his/her salary.

ARTICLE 12 - BENEFITS

Section A: HEALTH AND MEDICAL

For the former MEU titles, the Village will continue the premium payment schedule for present full-time employees. All full-time employees hired after 3/23/92 will contribute 25% of the cost to the Village for the premium paid by the Village.

For the former MEU titles, the Village will have the right to change insurance carriers or self-insure so long as the benefits provided by the new coverage are comparable to the present benefit coverage.

For the former MEU titles, employees who do not receive insurance coverage under the Village's health, insurance plans, either directly or as a spouse or dependent of another Village employee, will receive an annual declination bonus of \$4,000 following 12 consecutive months of nonparticipation.

For the former Non-MEU titles, the Village provides full-time employees with health insurance through the Empire Plan. For additional information regarding this benefit, employees should review the Empire Plan manual.

For the former Non-MEU titles, full-time employees paid an annual salary of less than \$75,000 are required to contribute 10% of their annual health insurance premium. Full-time employees paid an annual salary of \$75,000 or more, are required to contribute 12% of their annual health insurance premium. Part-time employees are eligible for health insurance provided that they bear the full cost of their annual health insurance premium.

For the former Non-MEU titles, employees who do not receive insurance coverage under the Village's health insurance plans, either directly or as a spouse or dependent of another Village employee, will receive an annual declination bonus of \$2,400 following 12 consecutive months of nonparticipation.

If a Village employee is eligible to receive coverage through another Village employee's coverage, only one of the employees will be eligible for family level coverage. It will be the sole discretion of the affected couple to designate which of them will be the plan enrollee for purposes of family level coverage.

Domestic partners of full-time employees will be eligible for health insurance coverage under the guidelines imposed by the applicable carrier, where available, regardless of whether they are of the same or opposite sex.

Effective December 12, 2017, all of the preceding paragraphs will be revised to read as follows:

The Village provides full-time employees with health insurance through the Empire Plan. For additional information regarding this benefit, employees should review the Empire Plan manual. The Village will have the right to change insurance carriers or self-insure so long as the benefits provided by the new coverage are comparable to the present benefit coverage.

Domestic partners of full-time employees will be eligible for health insurance coverage under the guidelines imposed by the applicable carrier, where available, regardless of whether they are of the same or opposite sex.

If a Village employee is eligible to receive coverage through another Village employee's coverage, only one of the employees will be eligible for family level coverage. It will be the sole discretion of the affected couple to designate which of them will be the plan enrollee for purposes of family level coverage.

Full-time employees paid an annual salary of less than \$75,000 are required to contribute 10% of their annual health insurance premium. Full-time employees paid an annual salary of \$75,000 or

more are required to contribute 12% of their annual health insurance premium. Part-time employees are eligible for health insurance provided that they bear the full cost of their annual health insurance premium.

Eligible employees who do not receive insurance coverage pursuant to the Village's health, insurance plans, either directly or as a spouse or dependent of another Village employee, may be eligible to receive an annual declination bonus following 12 consecutive months of nonparticipation. The employee must decline coverage in December, effective for the following January 1-December 31.

Effective January 1, 2016, any employee who was receiving the annual declination bonus as of the date on which the 2013-2017 Agreement is completely ratified and approved may continue to do so at the preexisting payment amount, provided that the employee meets NYSHIP's eligibility requirements as set forth below. Any employee who was not receiving the annual declination bonus as of December 12, 2017, or who was then receiving the declination bonus but subsequently ceased receiving it and then later decides to again receive it, will receive an annual declination bonus of \$2,400 following 12 consecutive months of nonparticipation.

Notwithstanding the foregoing, effective January 1, 2016, the Village will implement NYSHIP Policy Memorandum 122r3 unless and until it is finally vacated or set aside by a court or other adjudicatory body. In that event, the preexisting terms and conditions of employment affected by NYSHIP Policy Memorandum 122r3 will be reinstated as soon as is permitted by applicable laws, rules and regulations. Also, in that event, effective and retroactive to January 1, 2016, any unit member who, during the 2015 or subsequent calendar year: (i) was eligible for the Village's then existing health insurance buyout program for that year; and (ii) timely, fully and accurately submitted to the Village the required health insurance opt-out documentation; and (iii) subsequently declined Empire Health Insurance Plan coverage through the Village's health insurance plan; and (iv) remained otherwise eligible for insurance coverage through the Village or through his/her spouse's employer's health insurance plan or his/her own non-Village health insurance plan; and (v) did not receive a health insurance buyout payment from either the Village or indirectly through his/her spouse's employer or the employee's other health insurance plan provider; and (vi) due to the Village's implementation of NYSHIP Policy Memorandum 122r3, did not receive a buyout payment for that year, will receive a payment in the amount set forth in this Article. Nothing contained in this Paragraph will be construed as waiving the rights of the Village, unit members or employees or bargaining unit-represented retirees to commence or join any litigation challenging NYSHIP Policy Memorandum 122r3 (other than litigation challenging the validity of this Agreement).

Section B: DENTAL

For the former MEU titles, the Village will continue to provide dental coverage through its present GHI policy. Employees earning an annual base salary of \$75,000 or more will contribute 25% of the cost to the Village for the premium paid by the Village. Employees earning an annual base salary of less than \$75,000 will contribute 12% of the cost to the Village for the premium paid by the Village.

For the former MEU titles, the Village will have the right to change the insurance carrier so long as the benefits provided by the new coverage are comparable to the present benefit coverage.

For the former Non-MEU titles, the Village presently provides dental coverage as follows:

GHI Dental coverage, or

Reimbursement of dental expenses up to \$750 per year for those not enrolled in a family dental plan and up to \$350 per year for those with individual coverage.

Effective December 12, 2017, all of the preceding paragraphs will be revised to read as follows:

The Village will have the right to choose the insurance carrier if it decides to provide dental insurance. Employees may be reimbursed for dental expenses up to \$750 per year for those with family coverage and up to \$350 per year for those with individual coverage.

If two employees are eligible to receive dental coverage through the Village, only one will be entitled to coverage through the Village. It will be the sole discretion of the affected couple to designate which of them will be the plan enrollee for purposes of dental coverage. An employee is ineligible for dental coverage if he/she is eligible for coverage, through a source other than the Village, that is the same or better than the Village's plan.

Section C: LIFE INSURANCE

The Village will provide a \$25,000 life insurance policy for all full-time employees.

Section D: OPTICAL

The Village presently provides up to \$175 annually for vision coverage, including eyeglass coverage, for full-time employees. This payment will be on a reimbursement basis subject to timely submission of paid invoices.

ARTICLE 13 - TRAVEL EXPENSES

For the former Non-MEU titles (effective December 12, 2017, for all employees), allowances may be granted for approved trips/attendance at conferences. All expenses will be acceptable to the Administrator or Department Head and will be reimbursed upon submission of receipts or other documentation.

These are subject to change but currently are:

1. Food - \$35 per day;
2. Lodging - Cost per night for a single room, but not to exceed \$95 per night;
3. Travel with personal car - Private car rate allowed by IRS at the time;

4. Gasoline - Actual cost when unable to use Village facilities;
5. Public Transportation - Cost of private carrier tickets;
6. Taxi - Actual cost;
7. Rental car - Actual rate (when cheaper than taxi costs).

ARTICLE 14 - EDUCATION AND TRAINING

For the former Non-MEU titles, the Village supports the continuing development of an employee through education and training courses specific to his/her field. An employee may adjust his/her regularly scheduled work hours for up to three hours a week for work-related course work at a school accredited by the State of New York. All adjustments require prior written approval of the Village Administrator, or the Board of Trustees if the Village Administrator position is vacant.

Effective December 12, 2017, the Village supports the continuing development of each employee through education and training courses specific to his/her field. An employee may adjust his/her regularly scheduled work hours for up to three hours a week for work-related course work at a school accredited by the State of New York. All adjustments require prior written approval of the Village Administrator, or the Board of Trustees if the Village Administrator position is vacant.

ARTICLE 15 - DRESS CODE

Employees must present a neat and business-like appearance and are expected to wear clothing suitable for their position. Clothing must be neat and clean.

ARTICLE 16 - EVALUATIONS

For the former Non-MEU titles, the performance and conduct of employees are subject to continual, informal evaluation. In addition, the Village tries to perform formal employee evaluations, using the standard Village form, on a yearly basis. The Village reserves the right to evaluate more or less frequently and at other times as it deems appropriate. Each evaluation will be reviewed by the supervisor with the subject employee who will be provided the opportunity to respond with written comments. The evaluation and any comments will be placed in the employee's personnel folder.

Effective December 12, 2017, the performance and conduct of employees are subject to continual, informal evaluation. In addition, the Village tries to perform formal employee evaluations, using the standard Village form, on a yearly basis. The Village reserves the right to evaluate more or less frequently and at other times as it deems appropriate. Each evaluation will be reviewed by the supervisor with the subject employee who will be provided the opportunity to respond with written comments. The evaluation and any comments will be placed in the employee's personnel folder.

ARTICLE 17 - PERSONNEL FOLDERS

Employees may inspect their own personnel files during regular business hours and/or at a time mutually convenient for the Village and the employee. Employees who wish to inspect their file must make a written request to the Village Administrator. Confidential information will be excluded from the inspection. Inspections must take place in the presence of a designated Village representative.

For the former Non-MEU titles, personnel files are to be treated as containing confidential information. They will be filed separately from other business files and secured to prevent unauthorized usage.

Effective December 12, 2017, all employee personnel files are to be treated as containing confidential information. They will be filed separately from other business files and secured to prevent unauthorized usage.

ARTICLE 18 - DRUGS AND ALCOHOL

For the former Non-MEU titles, employees will not possess, be under the influence of, distribute, sell or use alcohol or any form of narcotic or controlled substance (unless prescribed by a physician) while on Village property during regular business hours. Employees will inform their immediate supervisor, before work begins, if they are using any drugs prescribed by a physician that may impair their ability to work.

Effective December 12, 2017, employees will not possess or be under the influence of (unless prescribed by a physician), distribute, sell or use alcohol or any form of narcotic or controlled substance while on Village property during regular business hours.

Effective December 12, 2017, the Village will have the right to conduct reasonable suspicion drug and alcohol testing pursuant to the procedures set forth in Appendix B of the Village/Local 456 "Blue Collar" CBA.

ARTICLE 19 - VILLAGE PROPERTY

For the former Non-MEU titles, employees will not use Village property or equipment for personal use except in the event of an emergency and with permission of their Department Head.

Effective December 12, 2017, no employee will use Village property or equipment for personal use except in the event of an emergency and with permission of the employee's Department Head.

ARTICLE 20 - VILLAGE TELEPHONES

For the former Non-MEU titles, the Village recognizes that some personal telephone calls can only be made during business hours. Therefore, employees will keep the number and duration of these calls to a minimum. If an employee must make a long distance call, he/she must either

request the telephone operator to bill the employee's home phone for the call or the employee will directly reimburse the Village for the cost of the call that is billed to the Village.

Effective December 12, 2017, the Village recognizes that some personal telephone calls can only be made during business hours. Therefore, all employees will keep the number and duration of these calls to a minimum. If an employee must make a long distance call, he/she must either request the telephone operator to bill the employee's home phone for the call or the employee will directly reimburse the Village for the cost of the call that is billed to the Village.

ARTICLE 21 - VILLAGE VEHICLES

For the former Non-MEU titles, employees will not use Village vehicles for other than official Village business or leave the Village limits with or without a Village vehicle on Village business without the approval of their Department Head. Department Heads must have the approval of the Village Administrator or designee. Effective December 12, 2017, employees will not use Village vehicles for other than official Village business or leave the Village limits with or without a Village vehicle on Village business without the approval of their Department Head. Department Heads must have the approval of the Village Administrator or designee.

For the former Non-MEU titles, due to the nature of their jobs; *e.g.*, being on-call on a 24-hour basis to handle emergencies, certain employees of the Village, at the discretion of the Board of Trustees, may be assigned Village vehicles to be used at work and to commute to and from work. Employees who are assigned vehicles for these purposes will utilize their assigned Village vehicles in compliance with safe driving practices and with all vehicle and traffic laws. Additionally, these Employees will bring their assigned Village vehicles to the Village garage for regular maintenance and will generally keep their assigned Village vehicles in good appearance. The provision of a Village vehicle may have tax consequences for an Employee. Therefore, employees are advised to consult with their own tax advisors for information and advice. Effective December 12, 2017, the preceding paragraph will be revised to read as follows: Due to the nature of their jobs; *e.g.*, being on-call on a 24-hour basis to handle emergencies, certain employees of the Village, at the discretion of the Board of Trustees, may be assigned Village vehicles to be used at work and to commute to and from work. Employees who are assigned vehicles for these purposes will utilize their assigned Village vehicles in compliance with safe driving practices and with all vehicle and traffic laws. Additionally, these Employees will bring their assigned Village vehicles to the Village garage for regular maintenance and will generally keep their assigned Village vehicles in good appearance. The provision of a Village vehicle may have tax consequences for an Employee. Therefore, employees are advised to consult with their own tax advisors for information and advice.

ARTICLE 22 - INFORMATION REPORTING

For the former Non-MEU titles, employees will immediately notify their supervisor and the Village Treasurer's office of any change of address, marital status, telephone number, or any change of information that was submitted on the employees' original job application.

Effective December 12, 2017, all employees will immediately notify their supervisor and the Village Treasurer's office of any change of address, marital status, telephone number, or any criminal convictions occurring after the submission of the employee's original job application.

ARTICLE 23 - RESIGNATIONS

Employees who decide to leave their job with the Village are expected to give as much advance notice as possible. At least two weeks' notice is required for an employee to resign in good standing. All resignations must be in writing. Provided that this notice is given, employees will be paid for vacation time accumulated up to the time of separation. Payment will be made in the next pay period after completion and submission of all paperwork by the employee's Department Head.

ARTICLE 24 - SAFETY CLAUSE

Employees represented by the Union will give immediate written notice to the Village of any dangerous condition.

The Village and Union will meet to discuss and resolve any problems that may arise concerning the health and safety of the employees.

ARTICLE 25 - EMPLOYEE DISCIPLINE

In the event that the Village determines to discipline an employee, a disciplinary interview will be conducted by the Village with the employee. At the time of the interview, the employee will be entitled to have a Union representative in attendance.

ARTICLE 26 - GRIEVANCE PROCEDURE

Section A: A grievance is a claim by an employee or group of employees of a violation, misinterpretation, misapplication or an inequitable application of any section of this Agreement.

Section B: An employee having a grievance will discuss it orally with his/her immediate supervisor either directly or through a representative of the Union, with the objective of resolving the matter informally. If the grievance is not resolved informally, it will be reduced to writing and presented to the Village Administrator. All grievances will be presented in writing within 30 days of the events giving rise to the grievance or they will be deemed waived. Within five working days after the written grievance is presented, the Village Administrator will render a report and/or decision.

Section C: If the grievance is not resolved to the satisfaction of the employee or employees, then the grievance will be presented to the Village Board. If the grievance is not resolved to the satisfaction of the employee or employees within 30 working days of its presentation to the Village Board, then the grievance will be referred to an impartial arbitrator mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within 10 working days after the referral of the matter for arbitration, then an appointment of the arbitrator

will be made pursuant to the American Arbitration Association Voluntary Labor Rules List with Appointment service.

For all demands for arbitration filed on or after December 12, 2017, the preceding paragraph will be revised to read as follows: "If the grievance is not resolved at Step 2, the Union will have 30 working days from the presentation to the Village Board within which to submit the grievance to arbitration. Arbitration will be invoked by the Union with notice to the Village Administrator to be sent by, at a minimum, certified mail, return receipt requested. Within 10 business days of receipt of the Union's written notification that it is invoking arbitration, the Village Administrator or designee will assign the next available arbitrator from the parties' grievance arbitration panel. Arbitration will be conducted before a rotating panel comprised of the following arbitrators: Jacquelin Drucker, Howard Edelman, Philip Maier, Marlene Gold. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties will immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) will not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review except that, if the panel contains fewer than two names for one or more months, then a party will have the unilateral option, on written notice to the other, to replace the panel for grievances not then pending with arbitration through the AAA as specified in the preexisting MEU Agreement, except that only the Union will have the right to proceed to arbitration. Arbitrators will be selected on a rotating basis in alphabetical order and written notification of the arbitrator selected will be sent out on a form to be prepared by the Village. Arbitrations will be assigned to arbitrators in the order in which they are received by the Village Administrator. The Village Administrator's assignment of arbitrators will constitute a ministerial act, and will not constitute participation by the Village in the arbitration for purposes of preventing the Village from filing an application to stay arbitration pursuant to New York Civil Practice Law and Rules Section 7503. If the Village elects to file an application to stay an arbitration, it must do so within 20 calendar days after its receipt of the Association's notice of demand for arbitration in accordance with the New York Civil Practice Law and Rules Section 7503.

The decision of the arbitrator will be final and binding upon all parties. The cost of arbitration will be shared equally by both parties.

ARTICLE 27 - BULLETIN BOARDS

Employees are responsible for checking bulletin board for posted notices of interest to employees. Notices may not be posted without approval of the Department Head.

ARTICLE 28 - NO-STRIKE PLEDGE

Differences between the Union and the Village will be resolved by peaceful and appropriate means without interruption of municipal services. The Union agrees that there will be no strikes, work stoppages or other concerted refusal to perform work by personnel covered by this Agreement, or any instigation thereof. Neither the Union, its officers or employees, nor any employee will assert the right to strike against the Village, or will advocate, assist or participate in a strike.

ARTICLE 29 - SAVINGS CLAUSE

If any provision of this Agreement is or will at any time be declared to be contrary to law, then the provision will not be applicable or performed or enforced and all other provisions of this Agreement will continue in full force and effect.

ARTICLE 30 - MANDATORY CLAUSE

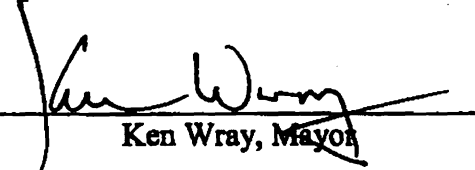
ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE 31 - TERM OF AGREEMENT

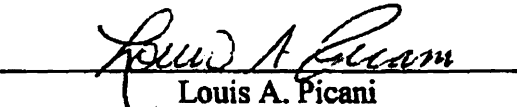
This Agreement will become effective and retroactive to February 26, 2013 and will terminate at midnight May 31, 2017.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement this ____ day of _____ 2018.

FOR THE VILLAGE:


Ken Wray, Mayor

FOR LOCAL 456, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS:


Louis A. Picani

ADDENDUM A**Reference to Article 4 [governing Compensation of Members] – Compensation of Full-Time Employees**

The following is the effect of the contractual salary increases:

(Hourly rate based on 260 days per year):

FULL TIME	2/20/13- 5/31/2013	2013/2014	2014/2015	2015/2016	2/29/16- 5/31/16	2016/2017
Recreation Asst. – A. DePaolo	\$31,212	\$31,836	\$32,473	\$33,122	\$33,122	\$33,785
Interm Clerk – M. Piloco					\$41,000	\$41,820
Bookkeeper – J. Johnson					\$50,000	\$51,000
Payroll Clerk – A. Morel	\$55,141	\$56,244	\$57,369	\$58,516	\$58,516	\$59,687
Office Asst – R. Lee	\$55,623	\$56,735	\$57,870	\$59,027	\$59,027	\$60,208
Asst Court Clerk – M. McLean	\$56,100	\$57,222	\$58,366	\$59,534	\$59,534	\$60,724
Court Clerk – L. Cassidy	\$61,167	\$62,391	\$63,638	\$64,911	\$64,911	\$66,209
Rec Supervisor – R. Pell	\$63,545	\$64,816	\$66,112	\$67,435	\$67,435	\$68,783
Staff Asst-Fin&Admin – T. Fischer	\$68,000	\$69,360	\$70,747	\$72,162	\$72,162	\$73,605
PART TIME	2/20/13- 5/31/2013	2013/2014	2014/2015	2015/2016	2/29/16- 5/31/16	2016/2017
PT Rec Asst – R. Pell	\$13.50	\$13.77	\$14.05	\$14.33	\$14.33	\$14.61
PT Rec Asst – T. Dimmie	\$15.03	\$15.33	\$15.64	\$15.95	\$15.95	\$16.27
PT Rec Asst – L. Kapica		\$12.00	\$12.24	\$12.48	\$12.48	\$12.73
PT Rec Asst – D. Nunez				\$12.00	\$12.00	\$12.24
PT Rec Asst – C. Pell			\$12.00	\$12.24	\$12.24	\$12.48
Parking Enf (Hrly) – D. Hernandez	\$16.92	\$17.26	\$17.60	\$17.96	\$17.96	\$18.31
Parking Enf (Hrly) – R. Cox		\$15.00	\$15.30	\$15.61	\$15.61	\$15.92
Parking Enf (Hrly) – F. Villalona				\$15.00	\$15.00	\$15.30
Crossing Guard – J. DiPalma	\$16.00	\$16.32	\$16.65	\$16.98	\$16.98	\$17.32
Crossing Guard – A. Garrant	\$16.00	\$16.32	\$16.65	\$16.98	\$16.98	\$17.32
Crossing Guard – O. Flores	\$16.00	\$16.32	\$16.65	\$16.98	\$16.98	\$17.32
Crossing Guard – W. Flores	\$16.00	\$16.32	\$16.65	\$16.98	\$16.98	\$17.32
Crossing Guard – A. Reeves	\$16.00	\$16.32	\$16.65	\$16.98	\$16.98	\$17.32
Crossing Guard – S. Panwar				\$15.00	\$15.00	\$15.30
PT Interm Clerk – J. Bucci		\$21.00	\$21.42			
PT Interm Clerk – J. Johnson	\$24.00	\$24.48				
PT Interm Clerk – M. Piloco	\$22.00	\$22.44	\$22.89			
PT Code Enf – M. Gotte						\$35.70

ADDENDUM E

**Recreation Supervisor Events Eligible for
Compensatory Time Pursuant to Article 4(B) [governing compensatory time]**

1. Easter Egg Hunt (approx. 2-3 hours)
2. Pitch Hit & Run (up to two Saturdays for approx. 2 hours)
3. Fishing Derby (approx. 4 hours)
4. TNT Baseball Picnic & Parade (approx. 2-3 hours)
5. Memorial Day Fun Day with Tarrytown (when sponsored by VSH-approx. 2 hours)
6. Street Fair (approx. 8 hours)
7. Pumpkin Painting (approx. 2 hours)
8. Haunted Hayride (two nights of approx. 5 hours)
9. Halloween Parade (if it is on a weekend – approx.. 1 hour)